IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2025] SGHC 145

Originating Application No 41 of 2025

Between

Ng Chin Huay

… *Applicant*

And

(1) Tan Tien Tuck
(2) Tan Tian Koo

… *Respondents*

Originating Application No 44 of 2025

Between

Chen Xiumei

… *Applicant*

And

(1) Tan Tien Tuck
(2) Tan Tian Koo
(3) Ng Chin Huay

… *Respondents*

JUDGMENT

[Family Law — Advancement — Presumption]
[Land — Interest in land — Joint tenancy]
[Land — Interest in land — Tenancy in common]
[Trusts — Constructive trusts]
[Trusts — Resulting trusts — Presumed resulting trusts]

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v
Tan Tien Tuck and another and another matter

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Tan Siong Thye SJ
12 June 2025

30 July 2025 Judgment reserved.

Tan Siong Thye SJ:

Introduction

1 Madam Chen Xiumei ("Mdm Chen") and Mr Tan Tien Tuck ("TTT") are presently embroiled in their divorce proceedings. For the purpose of the division of matrimonial assets, Mdm Chen is seeking a declaration that TTT has a beneficial interest in three Singapore properties (the "Properties"), namely the Sea Breeze Property, the Langsat Property and the Haig Property. TTT alleges that his mother, Madam Ng Chin Huay ("Mdm Ng"), is the sole beneficial owner of the Properties.

Brief details of the applications

2 HC/OA 41/2025 ("OA 41") is an application by Mdm Ng against two of her sons, TTT and Mr Tan Tian Koo ("TTK"), seeking a declaration that TTT and TTK hold the beneficial interests in the Properties on trust for her.

3 HC/OA 44/2024 ("OA 44") is instituted by Mdm Chen against the three parties in OA 41, seeking a declaration that TTT is the sole beneficial owner in the Langsat Property and the Haig Property and a 50% beneficial owner of the Sea Breeze Property. OA 41 and OA 44 are heard together as they essentially revolve around the same overarching fundamental issue: who is/are the beneficial owner(s) of the Properties?

General observations on the evidence

4 The Properties were acquired a long time ago and there is very limited contemporaneous evidence to assist the court in making its findings. Instead, there are numerous bare assertions of purported oral agreements and financial contributions towards the Properties which stretch back decades. Further, there is a strong vested interest between Mdm Chen on the one side and TTT, TTK and Mdm Ng on the other side. In the process, each side has tried to leverage the evidence to its advantage. Therefore, this court has to carefully analyse every piece of evidence that is available to sieve out the truth from the falsehoods.

Facts

The parties

5 The applicant in OA 41 is Mdm Ng, the third respondent in OA 44. She is the widow of the late Mr Tan Boon Tong ("TBT").[1] Together, they have six children.[2] Two of these children are TTT and TTK, the first respondent and the second respondent respectively in both OA 41 and OA 44.[3]

6 The applicant in OA 44 is Mdm Chen. She is not a party in OA 41. TTT and TTK did not resist Mdm Ng's application in OA 41. Hence, the parties' arguments centre around OA 44. For the sake of simplicity, I shall hereinafter refer to the parties by their respective positions in OA 44 (*ie*, I shall refer to Mdm Chen as the "applicant", TTT as the "first respondent", TTK as the "second respondent" and Mdm Ng as the "third respondent"). I shall also refer to TTT, TTK and Mdm Ng collectively as the "respondents".

Background to the dispute

7 The applicant and the first respondent are in the midst of their divorce proceedings.[4] Interim judgment has been granted,[5] and the ancillary matters hearing has yet to take place.

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1 Mdm Ng's affidavit in HC/OA 41/2025 dated 13 January 2025 ("Mdm Ng's OA 41 affidavit") at para 3.

2 Mdm Ng's OA 41 affidavit at para 4.

3 Mdm Ng's OA 41 affidavit at para 4(c) and (d).

4 Mdm Chen's affidavit dated 17 January 2025 ("Mdm Chen's affidavit") at para 4.

5 Mdm Ng's OA 41 affidavit at para 5.

8 On 13 August 2024, the respondents filed HC/OC 619/2024 ("OC 619") against the applicant,[6] seeking a declaration that the first respondent and the second respondent hold their interests in the Properties on trust for the third respondent (*ie*, that the third respondent is the sole beneficial owner of the Properties).[7]

9 The details on the *legal ownership* and dates of acquisition of the Properties are as follows:[8]

(a) The Sea Breeze Property was acquired on 10 July 1995. It was registered as a joint tenancy in the name of TBT and the respondents. As TBT has since passed on, the property is thus currently held by the respondents as *joint tenants*.

(b) The Langsat Property was purchased on 8 October 1998. The first respondent and the second respondent are *tenants in common* with equal shares to the Langsat Property.

(c) The Haig Property was bought on 25 November 2002. It was registered as a joint tenancy in the names of TBT, the first respondent and the third respondent. As TBT has since passed on, it is currently held by the first respondent and the third respondent as *joint tenants*.

10 OC 619 was subsequently withdrawn.[9] According to the applicant, the first respondent's solicitors had informed the Family Justice Courts that another

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6 Mdm Chen's affidavit at para 5 and pp 6–7.

7 Mdm Chen's affidavit at para 5 and p 11.

8 Mdm Ng's OA 41 affidavit at para 44.

9 Mdm Chen's affidavit at para 6.

application would be filed by the second respondent and the third respondent against the first respondent, and that she would be informed of this.[10]

11 OA 41 was then filed by the third respondent against the first respondent and the second respondent on 16 January 2025,[11] seeking the same declaration, *ie*, that the third respondent is the sole beneficial owner of the Properties.[12] It is not disputed that the applicant was not informed of OA 41,[13] although counsel for the first respondent claims that the initial intention was to serve OA 41 on the applicant's counsel so that he could take out an intervener and make the applicant a party to OA 41.

12 It should be noted that the first respondent and the second respondent filed a notice of intention not to contest OA 41.[14]

13 In any case, the applicant, fearing that the respondents were colluding to keep her in the dark regarding OA 41,[15] proceeded to file OA 44 on 17 January 2025 against the respondents.[16]

14 In OA 44, the applicant originally sought a declaration that the first respondent is the beneficial owner of 50% of the Sea Breeze Property, and is

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10 Mdm Chen's affidavit at para 6.

11 Originating Application in OA 41 dated 16 January 2025.

12 Mdm Ng Chin Huay's affidavit in HC/OA 44/2025 dated 21 March 2025 ("Mdm Ng's OA 44 affidavit") at para 22.

13 Mdm Chen's affidavit at para 6.

14 Notice of intention to contest or not contest in HC/OA 41/2025 dated 24 January 2025.

15 Mdm Chen's affidavit at para 6.

16 Originating Application in OA 44 dated 17 January 2025 ("OA 44 Originating Application").

the sole beneficial owner of the Langsat Property and the Haig Property.[17] The applicant has since modified her position and now contends that the first respondent is the beneficial owner of 42.92% of the Sea Breeze Property, and is the beneficial owner of 50% of the Langsat Property and the Haig Property.[18]

15 OA 41 and OA 44 were later fixed to be heard together, as any decision in OA 44 would dispose of OA 41 as well.

The parties' cases

16 The overarching narrative in the applicant's case is that the first respondent is colluding with the second respondent and the third respondent to deprive her of her right to have the Properties included in the matrimonial pool.[19] The applicant argues that no resulting trust and common intention constructive trust in favour of the third respondent arise on the facts because the evidence shows that the first respondent funded a significant portion of the Properties.[20] Moreover, there is no evidence of the third respondent's contributions to the Properties, apart from her being a director of M/s Huay Tong Trading ("Huay Tong") and her name being on certain tenancy agreements.[21] Huay Tong is a family business which was registered on 22 April 1985 as a partnership in the names of the respondents and,[22] as the third respondent submits, from which

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17 OA 44 Originating Application at para 2.

18 Applicant's written submissions in HC/OA 44/2025 dated 6 June 2025 ("AWS") at paras 5, 7.

19 AWS at para 2.

20 AWS at para 12.

21 AWS at para 13.

22 Third respondent's opening statement in HC/OA 44/2025 dated 5 June 2025 ("3RWS") at para 16.

moneys for the purchase of the Properties came.[23] In any case, there would be a presumption of advancement from TBT and the third respondent to the first respondent, her son.[24] The applicant alleges that there is insufficient evidence to show the respondents' respective contributions towards the Properties and, therefore, the first respondent's beneficial interest in the Properties should follow his legal interest.[25]

17 The third respondent, on the other hand, submits that the Properties were never meant to be gifts to the first respondent and/or the second respondent.[26] She claims that, before the purchase of each of the Properties, she and TBT made it clear to the first respondent and the second respondent that they had no beneficial interests in the Properties. Hence, the Properties belong solely to the third respondent and TBT, and this was acknowledged by and agreed to by the first respondent and the second respondent.[27] To the extent that moneys for the purchase of the Properties came from the bank accounts and/or loans taken out in the names of the first respondent and the second respondent, the third respondent alleges that she and TBT had only used their names "for convenience to borrow from banks".[28] She submits that the moneys for the purchase of the Properties came from Huay Tong.[29]

18 Moreover, the third respondent alleges that there was an oral agreement between the respondents and TBT that she and TBT were the "true owners" of

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23 3RWS at paras 27, 31 and 40.

24 AWS at para 14.

25 AWS at para 15.

26 3RWS at para 48.

27 Mdm Ng's OA 41 affidavit at paras 48, 60 and 74.

28 3RWS at para 48.

29 3RWS at paras 27, 31 and 40.

Huay Tong.[30] She also argues that the first respondent did not have the financial ability to purchase the Properties.[31] She further contends that the Properties were never meant to be gifts to the first respondent and the second respondent and that they did not contribute financially to the purchase of the Properties. As such, the third respondent submits that she is now the rightful and sole beneficial owner of the Properties as TBT has passed on.[32]

19 The first respondent and the second respondent take the same position as the third respondent.[33] They have both filed affidavits stating they "have always been aware" that they do not have any beneficial interest in any of the Properties.[34]

Issues to be determined

20 The sole issue in this case is the determination of the beneficial ownership in the Properties. It is not the function of this court to ascertain the matrimonial assets for the purpose of division between the applicant and the first respondent. That is the responsibility of the Family Justice Courts.

21 I shall now set out the law in relation to the doctrine of resulting and common intention constructive trusts, as well as the determination of beneficial ownership in jointly-owned properties.

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30 3RWS at para 16.

31 3RWS at paras 53–63.

32 3RWS at paras 67–75.

33 First and second respondents' opening statement dated 6 June 2025 ("12RWS") at para 7.

34 Mr Tan Tien Tuck's affidavit dated 27 March 2025 ("TTT's affidavit") at para 10; Mr Tan Tian Koo's affidavit dated 27 March 2025 at para 9.

The law on the doctrine of resulting and common intention constructive trusts and the determination of beneficial ownership in jointly-owned properties

22 The law on resulting trusts and common intention constructive trusts is well-established and has been succinctly summarised in *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] SGHC 93 ("*Yangbum Engineering*") at [36]–[42].

23 When the evidence shows that the payor of the purchase price of a property intends to transfer or vest the beneficial interest in the legal owner of the property, no question of common intention constructive trust or resulting trust will arise. In such a scenario, the payor will be considered to have made a gift to the legal owner, and the legal owner will also own the beneficial interest in the property (*Yangbum Engineering* at [38], citing *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 ("*Chan Yuen Lan*") at [160(d)]).

24 However, if there is insufficient evidence that the payor intended to benefit the legal owner, the question arises as to whether the legal owner holds the property on a common intention constructive trust or resulting trust for the payor (*Yangbum Engineering* at [39], citing *Chan Yuen Lan* at [160]).

25 A common intention constructive trust arises where there is a common intention between the parties as to how their beneficial interests are to be held (*Yangbum Engineering* at [40], citing *Su Emmanuel v Emmanuel Priya Ethel Anne and another* [2016] 3 SLR 1222 ("*Su Emmanuel*") at [83]).

26 In the absence of any evidence of such common intention, the resulting trust analysis is the default analysis (*Yangbum Engineering* at [41]; *Su Emmanuel* at [83]).

27 A resulting trust would arise where it can be shown that the payor did not intend to benefit the recipient (*Yangbum Engineering* at [41(b)]; *Chan Yuen Lan* at [43]). However, even in the absence of evidence showing such an intention, a resulting trust can still arise *via* the presumption of resulting trust. The doctrinal basis of the presumption of resulting trust is that an intention on the part of the payor to benefit the recipient (who receives the property in his legal name but who has not paid for the property) will not be readily inferred (*Yangbum Engineering* at [41(c)]; *Su Emmanuel* at [78]). To put it another way, absent any contrary indication, it is presumed that someone who pays for a property (or any part of a property) and then transfers that property to another person does so not because he intends to benefit that person but because he intends to retain a beneficial interest in that property for himself.

28 The corollary of this is that where parties have made financial contributions to the purchase price of a property, it will be presumed that they hold the beneficial interest in that property in the proportion of their respective contributions to the purchase price (*Yangbum Engineering* at [41(e)]; *Chan Yuen Lan* at [160(a)]).

29 The presumption of resulting trust will be rebutted if a court finds that the presumption of advancement operates (*Yangbum Engineering* at [41(f)]; *Chan Yuen Lan* at [160(e)]). Essentially, it is presumed that, in certain categories of relationships such as a parent-child relationship, the payor would have paid for the property with the intention of benefitting the recipient and not retaining any beneficial interest in the property. It must be remembered, however, that the presumption of advancement, much like the presumption of resulting trust and, for that matter, any other presumption, is only an "evidential instrument of last resort" when the facts and circumstances fail to yield a solution (see *Teo Siew Har v Lee Kuan Yew* [1999] 3 SLR(R) 410 at [29], cited in *Lau Siew Kim v Yeo*

Guan Chye Terence and another [2008] 2 SLR(R) 108 ("*Lau Siew Kim*") at [59] and re-affirmed in *Chan Yuen Lan* at [50]–[51]).

30 Lastly, if there is insufficient evidence to support a common intention constructive trust or a resulting trust, the parties will hold the beneficial interest in the property in the same manner as that in which they hold the legal interest (*Yangbum Engineering* at [39]; *Chan Yuen Lan* at [160(c)]). This is essentially what the applicant contends in the present case.

31 Having elaborated on the relevant law, I shall now proceed to apply this legal framework to each of the Properties to determine the beneficial ownership of each Property. I shall proceed in chronological order of when the Properties were acquired, starting with the Sea Breeze Property.

Beneficial ownership of the Sea Breeze Property

32 The Sea Breeze Property was originally held in a joint tenancy in the names of TBT and the respondents. However, as TBT has since passed on, it is now held by the respondents as joint tenants by virtue of their right of survivorship.

33 I first deal with whether there is any evidence of the respondents' intentions with respect to the beneficial ownership of the Sea Breeze Property.

The respondents' intentions as to beneficial ownership

34 The third respondent asserts that, at the time the Sea Breeze Property was purchased, she and TBT made it clear to the first respondent and the second respondent that they had no beneficial interests and/or shares in the property. According to her, the first respondent and the second respondent acknowledged

and accepted this arrangement.[35] This, however, is a bare assertion. No evidence has been tendered of such an arrangement, and the respondents' conduct at the time the Sea Breeze Property was purchased is also not indicative of such an arrangement having been made. The subsequent conduct of the respondents before the divorce was filed also does not indicate the existence of such an arrangement.

35 The third respondent describes the Sea Breeze Property as the "family home", where the respondents, TBT, and the rest of the third respondent's children lived before moving out after their marriage.[36] The third respondent essentially contends that the fact that the Sea Breeze Property was the "family home" is indicative that only the third respondent and TBT had an interest in it. However, I disagree. It would be different if, for instance, there was evidence to show that the third respondent and TBT treated the property as their own and made important decisions relating to the property without the involvement of the first respondent and the second respondent. In the absence of such evidence, treating the Sea Breeze Property as the "family home" is instead consistent with the first respondent and the second respondent having a beneficial interest in the Sea Breeze Property alongside the third respondent and TBT.

36 In ordinary circumstances, a legal owner's concession that he holds his share of a property on trust for another would be a weighty, if not determinative, factor. This is because such a concession is typically made against the legal owner's interest. However, I cannot place much weight, if at all, on the first respondent's and the second respondent's averments that the third respondent is the sole beneficial owner of the Properties. I do not accept any contention that

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35 Mdm Ng's OA 41 affidavit at para 48.

36 Mdm Ng's OA 41 affidavit at para 56.

the first respondent's and the second respondent's concessions are made against their own interests. Clearly, they, especially the first respondent, stand to gain from excluding the Properties from the matrimonial pool in the divorce proceedings between the applicant and the first respondent. This could be the intention and motive behind the third respondent bringing OA 41 and the reason why the first respondent and the second respondent did not oppose the third respondent's application.

Whether any common intention constructive trust arises

37 In relation to whether a common intention constructive trust can arise, it should be noted that the following principles, as was succinctly summarised in *Yangbum Engineering* (at [40]), apply:

> (a) First, the common intention may be express or inferred but the court may not impute a common intention to the parties where one did not in fact exist (*Chan Yuen Lan* at [160(b)]; *Su Emmanuel* at [83]).
>
> (b) Second, there must be *sufficient and compelling evidence* of the express or inferred common intention (*Su Emmanuel* at [83]).
>
> (c) Third, the common intention must *exist at the time the property is acquired*; however, the quantification of the beneficial interest (held at the time of acquisition) may be varied by a subsequent express or inferred common intention to that effect (*Chan Yuen Lan* at [160(f)]; *Mahmud Ebrahim Kasam Munshi v Mohamed Saleh* [2023] SGHC 309 at [98]).

38 It is clear that there is no evidence, much less sufficient and compelling evidence, of any common intention between TBT and the respondents at the

time the Sea Breeze Property was acquired as to how the beneficial interests were to be held. Thus, no common intention constructive trust can arise.

39 I shall now determine if a presumption of resulting trust arises on the facts. This will involve a consideration of the financial contributions towards the purchase price.

Whether any resulting trust arises

40 The Sea Breeze Property was purchased for a sum of $1,600,000.00.[37] According to the third respondent, the funding for the purchase came from three sources:[38] (a) cash from Huay Tong which TBT was holding; (b) the net sale proceeds of $274,940.37 from the sale of a flat in Tampines which was held by TBT and the first respondent as joint tenants (the "Tampines Flat"); and (c) a mortgage loan of $920,000.00 from DBS Bank in the names of the first respondent and the second respondent (the "DBS Mortgage Loan").[39]

41 The third respondent alleges that she and TBT were the true beneficial owners of the Sea Breeze Property, and indeed all of the Properties, because they provided the funds for the purchase of the Properties. In the first place, besides the DBS Mortgage Loan, there is no evidence to show the source of the remaining funds for the purchase of the Sea Breeze Property. This was conceded to by the third respondent's counsel. Nevertheless, even if one accepts the third respondent's version of the three sources of funds for the purchase of the Sea Breeze Property, her contention that she and TBT were the ultimate source of all the funds simply has no leg to stand on.

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37 Mdm Ng's OA 41 affidavit at para 50.

38 Mdm Ng's OA 41 affidavit at para 50.

39 Mdm Ng's OA 41 affidavit at para 53.

42 First, I shall deal with the cash which was supposedly from Huay Tong. It is difficult to believe the third respondent's contention that there was an oral agreement that she and TBT were the "true owners" of Huay Tong, as that remains a bare assertion. To the contrary, I find it more probable that the first respondent and the second respondent continued to retain an interest in Huay Tong.

43 Huay Tong was formed in 1985 as a partnership in the name of the three respondents.[40] Subsequently, in 1992, the first respondent ceased to be a partner because TBT decided to commence a new business with or in the name of the first respondent.[41] The third respondent submits that when the first respondent ceased to be a partner in 1992, he also had no interest in Huay Tong thereafter. This rings hollow as TBT himself was, on the third respondent's own case, involved in making financial and management decisions of Huay Tong despite never being listed as a partner.[42]

44 Crucially, the first respondent's scope of work in Huay Tong never changed even when he was no longer a partner. He continued to work in the shop and continued to be one of the signatories in the checking account.[43] This effectively meant that he continued to have access to Huay Tong's funds. On the first respondent's own account, he had continued to "[help] out with some matters including liaising with the banks and lawyers and the renting out of the Haig Property".[44] In other words, the first respondent's cessation as a partner

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40 Mdm Ng's OA 41 affidavit at para 22.

41 Mdm Ng's OA 41 affidavit at para 26.

42 Mdm Ng's OA 41 affidavit at para 23.

43 Mdm Ng's OA 41 affidavit at para 27.

44 TTT's affidavit at para 12.

appears to have been more of an optical change than a functional one. It is important to note that Huay Tong is a family-run business. Hence, whether the first respondent was a partner of Huay Tong in name was not important in the management and running of it as the defining line between a partner and a salaried employee did not exist.

45 The third respondent alleges that the first respondent and the second respondent were only added as signatories so that they could "help … with banking matters such as signing cheques on [the third respondent's and TBT's] behalf or deposit cash whenever [the third respondent and TBT] were not able to do so".[45] As counsel for the third respondent puts it, the first respondent and the second respondent were just mere employees who were there to do the "running around".

46 The third respondent describes TBT and herself as "old fashioned traditional Chinese business people".[46] Thus, it is difficult to believe that she and TBT would employ and deploy their own sons as mere errand boys without even so much as exposing them to the management and financial aspects of Huay Tong's business. The fact that the first respondent was authorised to sign cheques for Huay Tong, which is a critical function in business, is very telling that he was certainly more than a salaried employee or an errand boy. This description of the first respondent's scope of work contradicts the third respondent's own account of the roles which the first respondent and the second respondent have been playing in Huay Tong, even till today.

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45 Mdm Ng's OA 41 affidavit at para 25.

46 Mdm Ng's OA 41 affidavit at para 40.

47 The applicant's description of the scope of work of the first respondent in Huay Tong is substantially consistent with the version put forth by the third respondent. The applicant has deposed that the first respondent was extensively involved in the running of Huay Tong's store in Tampines until it was closed in November 2018,[47] and that he was "responsible for managing Huay Tong".[48] The third respondent is in her advanced years by now and is "retired" by her own counsel's account. Hence, she cannot seriously allege that she is the sole person making the financial and management decisions of Huay Tong, and that the first respondent and the second respondent have no say in how the business is run. The fact is that the first respondent was responsible for the running and management of Huay Tong's Tampines store before it shut down,[49] and that the second respondent was and still is responsible for managing and operating Huay Tong's Pasir Ris store.[50]

48 It is understandable that the first respondent and the second respondent did discuss and defer important business matters to the third respondent and TBT in running Huay Tong. It is also alleged that a *part* of the monthly rentals of the Tampines store was withdrawn from either their joint account or the second respondent's personal account and handed over to the third respondent in recent years as per her request.[51] But these two facts are not necessarily indicative of where the beneficial ownership of Huay Tong and its funds lie. The first respondent and the second respondent could have deferred to TBT and the third respondent not because they acknowledged that TBT and the third

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47 Mdm Chen's affidavit dated 21 May 2025 ("Mdm Chen's supplementary affidavit") at para 3.

48 Mdm Chen's affidavit at para 7.

49 Mdm Chen's supplementary affidavit at para 3.

50 Mdm Ng's OA 41 affidavit at paras 29 and 35.

51 Mdm Ng's OA 41 affidavit at paras 33–34.

respondent were the sole beneficial owners of Huay Tong, but because they obeyed their parents' wishes as filial children (see *Tan Yok Koon v Tan Choo Suan and another and other appeals* [2017] 1 SLR 654 at [96]). Hence, this allegation is neither here nor there.

49 The evidence indicates that the first respondent and the second respondent do hold and have always held a beneficial interest in Huay Tong. Hence, it cannot be said that the funds from Huay Tong applied towards the purchase of the Sea Breeze Property originated only from the third respondent and TBT.

50 Secondly, I shall now deal with the net sale proceeds of the Tampines Flat. As with Huay Tong, the third respondent's case is that the Tampines Flat belonged to her and TBT,[52] despite it being registered as a joint tenancy in the names of TBT and the first respondent. The third respondent asserts that she and TBT paid $60,500 for the Tampines Flat, and that the first respondent's name was added as a co-owner only "for borrowing loan and convenience purposes".[53] No evidence has been tendered to show who paid for the Tampines Flat and/or that the first respondent was not intended to have a beneficial interest in it. In fact, even if TBT and the third respondent had paid for the flat, there would have been a presumption of advancement that they intended to confer a beneficial interest in the Tampines Flat on the first respondent. Further, the Tampines Flat was registered as a joint tenancy, thus TBT and the third respondent appear to have intended to confer the absolute beneficial ownership of the Tampines Flat onto the first respondent should he out-live TBT.

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52 Mdm Ng's OA 41 affidavit at para 50.

53 Mdm Ng's OA 41 affidavit at para 50.

51 In these circumstances, the limited evidence indicates that the first respondent did have an interest in the sale proceeds of the Tampines Flat. Accordingly, the sale proceeds in the Tampines Flat likewise cannot be attributed solely to the third respondent and TBT.

52 Finally, I come to the DBS Mortgage Loan. The DBS Mortgage Loan for the Sea Breeze Property is in the joint names of the first respondent and the second respondent, with the loan repayments being made out of their DBS joint account (the "DBS Joint Account"). The third respondent has adduced statements for the DBS Joint Account, showing that there were monthly deductions from the account for a housing loan.[54] These deductions were comprised of a sum of $5,092.00 from the account itself as well as a sum of $1,500.00 of Central Provident Fund ("CPF") moneys each month. The third respondent also alleges that the first respondent and the second respondent helped with the downpayment by withdrawing moneys from their CPF accounts. According to her, the first respondent withdrew a sum of $30,000.00 whereas the second respondent withdrew a sum of $50,000.00 from their respective CPF accounts.[55]

53 It is not disputed that the first respondent and the second respondent had used their CPF moneys to pay for the mortgage repayments, with each contributing $750.00 a month.[56] However, the third respondent submits that all the amounts which the first respondent and the second respondent paid out of their CPF accounts, including the downpayment and the monthly mortgage

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54 Mdm Ng's OA 41 affidavit at pp 48–51.

55 Mdm Ng's OA 41 affidavit at para 52.

56 Mdm Ng's OA 41 affidavit at para 52.

repayments as well as accrued interests, were returned in full to them.[57] Moreover, she further alleges that the monthly payments of $5,092.00 out of the DBS Joint Account were funded by her and TBT by way of cash or cheque deposits into the DBS Joint Account from the money belonging to TBT or from the Huay Tong account.[58] There is evidence that refunds were made to the CPF accounts of the first respondent and the second respondent.[59] However, the third respondent's allegation that she and TBT had paid the monthly payments out of the DBS Joint Account is a bare assertion and there is no corroborative evidence to support her case. It is amazing, if true, that an elderly lady could recollect these facts that were so long ago.

54 The third respondent's counsel conceded that there is no evidence to show that the sum of $5,092.00 paid out of the DBS Joint Account each month came from Huay Tong or the third respondent or TBT. The evidence instead indicates that this sum came from the first respondent and the second respondent, as reflected on the face of the bank account statements. Counsel's contention that it is for the applicant to show that the first respondent was the source of the funds in his own account is completely erroneous. It must surely be the case that, where moneys have come from a bank account owned by X, X is *prima facie* to be treated as the source of the funds in that account, unless it can be proven otherwise. The third respondent has not been able to prove otherwise, even going so far as to acknowledge that there is no evidence to suggest that the money in the DBS Joint Account did not belong to the first respondent and the second respondent. Hence it does not lie in her mouth to say

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57 Mdm Ng's OA 41 affidavit at para 54.

58 Mdm Ng's OA 41 affidavit at para 53.

59 Mdm Ng's OA 41 affidavit at pp 324–326.

that the source of funds in the DBS Joint Account was anything other than the owners of that account.

55 The third respondent further asserts that the first respondent did not have the financial ability to purchase the Properties.[60] She explains that the first respondent could not have financed the purchase of the Properties from his declared income alone, as reflected in his income tax statements.[61] But the evidence shows that moneys for the purchase of the Sea Breeze Property did come from the DBS Joint Account. Further, the evidence also suggests that the first respondent had a beneficial interest in Huay Tong (see [42]–[49] above). Thus, even if Huay Tong's money was used to purchase the Sea Breeze Property, the first respondent accordingly also had indirectly contributed to the property.

56 I shall now deal with the issue regarding the relevance of mortgage repayments in the resulting trust analysis.

57 The Court of Appeal highlighted in *Su Emmanuel* (at [86]) that there is a difference in the treatment of undertaking the liability for a mortgage on the one hand and actually making the mortgage repayments on the other. The relevance of mortgage repayments subsequent to the purchase of a property must be viewed in light of the fact that a resulting trust crystallises *at the time the property is acquired* (*Su Emmanuel* at [87], affirming *Lau Siew Kim* at [112]–[113]). As beneficial ownership must be determined at the time the property is purchased and not *ex post facto*, subsequent mortgage repayments

60 3RWS at paras 53–63.

61 3RWS at para 53.

can only be taken into account by reference to a prior agreement, *at the time the mortgage was obtained*, as to who would repay the mortgage.

58 In this regard, the following principles can be distilled from *Su Emmanuel* (at [89]–[92]):

(a) The crucial consideration is the co-owning parties' intentions, at the time the property is acquired, as to the *ultimate source of funds* for the purchase of that property (see *Lau Siew Kim* at [116]; *Bertel v Feher* [2000] WASCA 165 at [44]).

(b) The focus should not lie exclusively on who took on liability for the mortgage as against the bank.

(c) Subsequent conduct *may* be relevant to the extent that it sheds light on any operating agreement between the co-owning parties at the time the loan was taken out.

(d) The context in which the loan was taken out would show what the understanding between the parties was.

(e) However, in a case where there is no evidence of what the operating agreement was between the parties as to who would repay the mortgage, then each party may be attributed a portion of the loan amount in accordance with the liability assumed to the bank.

(f) Actual mortgage repayments that are not referable to the parties' agreement as to how they intend to service the mortgage should not be taken into account for determining the ownership interest on a resulting trust analysis.

59 In view of the above, even if the third respondent asserts and can prove that she and TBT were the ultimate source of funds for the mortgage repayments, that does not take her very far. She has to show that there was an agreement between her, TBT, the first respondent and the second respondent, at the time the DBS Mortgage Loan was obtained, that she and TBT would be responsible for the mortgage repayments.

60 As there is a dearth of relevant evidence in this case, there is similarly no evidence of such an agreement. On the third respondent's own case, at least with regard to the CPF moneys, the first respondent and the second respondent had "voluntarily" used their CPF moneys to fund the purchase of the Sea Breeze Property.[62] Furthermore, the third respondent and TBT only refunded the amount which the first respondent and the second respondent used from their CPF accounts in 2019,[63] 21 years after the DBS Mortgage Loan was redeemed in 1998.[64] In my view, this huge gap in time militates against any conclusion that there was an agreement at the time the loan was taken out that the third respondent and TBT would be the ultimate source of funds for the mortgage repayments.

61 The undisputed evidence shows that the third respondent and TBT were not the sole source of funds at the time when the Sea Breeze Property was purchased. Hence, the loan amount undertaken by the first respondent and the second respondent should be attributed to them equally as both of them had jointly assumed liability for the loan.

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62 3RWS at para 29; Mdm Ng's OA 41 affidavit at para 52.

63 Mdm Ng's OA 41 affidavit at para 54, pp 324–326.

64 Mdm Ng's OA 41 affidavit at para 54.

62 In summary, the sources of funds for the purchase of the Sea Breeze Property are as follows:

(a) The DBS Mortgage Loan of $920,000.00, which is to be attributed to the first respondent and the second respondent only; and

(b) A remaining sum of $680,000.00.

63 I note the applicant acknowledges that she was told by the first respondent that the Properties were financed "via Huay Tong".[65] However, even on the third respondent's own case, Huay Tong did not finance everything as she accepts that a part of the sum of $680,000.00 came from the net sale proceeds of the Tampines Flat.[66] As such, there is no evidence to form the basis for calculating the proportions of each of the Properties which Huay Tong had financed. Hence, I will proceed on the basis that it cannot be proven where the sum of $680,000.00 came from.

64 The applicant's counsel proposes that the $920,000.00 from the DBS Mortgage Loan be apportioned equally between the first respondent and the second respondent, with the remaining $680,000.00 apportioned equally among the first respondent, the second respondent and the third respondent, such that the first respondent's "share" in the property would be 42.92%.

65 The issue that this court is concerned with is the determination of the beneficial ownership of the Sea Breeze Property, given that it is held in a joint tenancy legally. As far as joint tenancies are concerned, the determination of the

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65 Mdm Chen's affidavit at para 7.

66 Mdm Ng's OA 41 affidavit at para 50.

co-owners' beneficial interests cannot be dealt with in such a straightforward manner without regard to the interaction between the common law and equity.

66 As noted in *Lau Siew Kim* (at [83]), it is trite that:

> … unless there is an express declaration or any other intention shown to the contrary, or unless the parties have contributed to the purchase money in equal shares, legal joint tenants of a property will be presumed to hold that property as beneficial tenants in common of shares proportionate to their contribution to the acquisition of that property… .

This is because equity, in contrast to the common law, has preferred a tenancy in common to a joint tenancy as the medium of co-ownership due to the certainty and fairness which it engenders (*Lau Siew Kim* at [85]).

67 Hence, while the starting assumption is that equity follows the law (*ie*, that the joint tenants of the legal estate likewise hold the equitable estate as joint tenants), this assumption is readily displaced by any of a number of contra-indications that, regardless of the legal joint tenancy, equitable ownership was intended to take the form of a tenancy in common (*Lau Siew Kim* at [85], citing Kevin Gray & Susan Francis Gray, *Elements of Land Law* (Oxford University Press, 4th Ed, 2005) at paras 11.55–11.57; re-affirmed in *Khoo Phaik Ean Patricia and another v Khoo Phaik Eng Katherine and others* [2025] 1 SLR 758 ("*Patricia Khoo*") at [56]). Such contra-indications include cases of unequal contributions to the purchase price and purchasers who are commercial partners or business tenants.

68 It should also be borne in mind that it is only where the registered co-owners had *not* made a conscious and informed choice to hold as joint tenants at law that equity kicks in to presume a tenancy in common (*Lau Siew Kim* at [93]). Hence, intention is still a determinative factor in the analysis where legal

joint tenancies are concerned, and the crucial question is whether the co-owners had come to a decision to hold the property as legal joint tenants while fully appreciating or voluntarily intending the consequences of such manner of holding (*ie*, the right of survivorship that is a corollary of joint tenancies) (*Lau Siew Kim* at [92]).

69 In the present case, the third respondent claims that the intention for each of the Properties was for her or TBT to make bequests by way of a will before the demise of the last of the two of them.[67] She also alleges that "[she and TBT] felt that it was better to have at least one or two of the children as co-owners in these properties so that should eventually the two of [them] should pass on there would still be someone in the family holding these properties on [their] behalf".[68]

70 Apart from this bare assertion, there is no evidence to indicate the intention of the original co-owners who are joint tenants. There is also no clear evidence of the proportions in which the co-owners had contributed financially to the purchase of the Sea Breeze Property. Hence, it cannot be said with certainty that there were unequal contributions to the purchase price of the Sea Breeze Property.

71 There is clearly insufficient evidence to support a common intention constructive trust or a resulting trust. Therefore, the respondents will hold the beneficial interest in the property in the same manner as that in which they hold the legal interest (*Yangbum Engineering* at [39]; *Chan Yuen Lan* at [160(c)]). Hence, the respondents hold the beneficial interest in the Sea Breeze Property

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67 Mdm Ng's OA 41 affidavit at para 91.

68 Mdm Ng's OA 41 affidavit at para 92(b).

as joint tenants. This is in line with the applicant's submission that the first respondent's share of the Properties should be "as per his legal interest".[69]

Presumption of advancement

72 For completeness, I agree with the applicant's submission that a presumption of advancement from the third respondent (and/or TBT) operates in favour of the first respondent by virtue of their parent-child relationship (see *Lau Siew Kim* at [62]–[68]).[70] Hence, even if all the moneys for the purchase of the Sea Breeze Property came from the third respondent and TBT, the third respondent would still be hard pressed to provide evidence to rebut the presumption that it was meant as a gift to the first respondent and the second respondent.

73 In response to the applicant's submission on the presumption of advancement, counsel for the third respondent asks why only the names of the first respondent and the second respondent were included in the Properties and not the rest of the children. Counsel submits that it would be too presumptuous to take the Properties as an advancement to the two siblings.

74 The Court of Appeal in *Lau Siew Kim* (at [68]) explained that the number of children the giving parent has may be a possible factor which *could* affect the *weight* of the presumption of advancement. The Court of Appeal further added (at [68]) that "the greater the number of children one has, the less likely that a transfer of property of substantial value to a single child without similar provision for the other children would be intended as a pure gift to that child". Coming back to this case, this would mean that, while the presumption of

69 AWS at para 15.

70 AWS at para 14.

advancement still operates, the fact that the Sea Breeze Property was put in the names of the first respondent and the second respondent, and not the other four children, would diminish the strength of the presumption. The result is, as explained by the Court of Appeal (at [68]), that "less weighty evidence would be required to rebut the presumption of a gift as compared to a case where the recipient child was the only child of the transferor parent". This applies equally to the operation of the presumption of advancement in relation to the Langsat Property and the Haig Property as well.

75 The problem with the third respondent's case is that it is not clear whether there were no gifts to her other children. Indeed, we know for a fact that the third respondent's and TBT's eldest son, Tan Thiam Huat ("TTH"), already had a Housing and Development Board flat when the Tampines Flat was purchased.[71] While there is no evidence as to who contributed to the purchase of TTH's flat, the point is that there could very well have been other properties owned or co-owned by the third respondent's other children to which she and/or TBT contributed. The Properties in this case have only been singled out because they are relevant towards the divorce proceedings between the applicant and the first respondent, but there is no evidence that they form the entire pool of properties owned by the third respondent's children. Hence, it is unwise to proceed on the basis that a weaker presumption of advancement applies as there is no evidence of similar provision for the other children. Accordingly, the third respondent has not adduced sufficient evidence to show that the first respondent's and the second respondent's interests in the Sea Breeze Property were not meant as gifts to them.

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[71] Mdm Ng's OA 41 affidavit at para 11.

76 Hence, the presumption of advancement would have led to the conclusion that the first respondent and the second respondent have beneficial interests in the Sea Breeze Property.

Summary

77 In summary, the cash from Huay Tong and the net sale proceeds of the Tampines Flat cannot be attributed solely to the third respondent and TBT. The DBS Mortgage Loan can only be attributed to the first respondent and the second respondent as they had jointly assumed liability for the loan. There is no evidence that the third respondent and/or TBT had contributed to the mortgage repayments. Even if there was such evidence, the mortgage repayments were not referrable to any agreement, at the time the DBS Mortgage Loan was obtained, as to the ultimate source of funds for the purchase of the property.

78 As there is insufficient evidence of the respondents' intentions as to how the beneficial ownership of the Sea Breeze Property is to be held as well as of the proportions in which the respondents contributed to the purchase price, no common intention constructive trust or resulting trust in favour of the third respondent arises. In any event, a presumption of advancement operates in favour of the first respondent and the second respondent, and the third respondent has failed to rebut that presumption.

79 In the premises, there is nothing to displace the starting assumption that equity follows the law and, hence, the respondents hold the equitable estate of the Sea Breeze Property in the same manner in which they hold the legal estate, *ie*, as joint tenants.

Beneficial ownership of the Langsat Property

80 The Langsat Property is held by the first respondent and the second respondent as tenants in common in equal shares.

The respondents' intentions as to beneficial ownership and whether any common intention constructive trust arises

81 For reasons similar to the Sea Breeze Property (see [34]–[38] above), I do not think there is sufficient evidence to establish the third respondent's and TBT's intentions as to beneficial ownership, and for a common intention constructive trust to arise.

82 The applicant, the first respondent and their family were residing in the Langsat Property from the time they were married in 1999.[72] This may rebut the third respondent's assertion that she and TBT were the sole beneficial owners of the Langsat Property.

Whether any resulting trust arises

83 The Langsat Property was purchased for a sum of $1,320,000.00. According to the third respondent, the funds came from two sources:[73] (a) a sum of $820,000.00 from Huay Tong and her and TBT's savings; and (b) a mortgage loan of $500,000.00 from United Overseas Bank ("UOB") taken out in the names of the first respondent and the second respondent (the "First UOB Mortgage Loan").[74]

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72 Mdm Ng's OA 41 affidavit at paras 67–69.

73 3RWS at para 31.

74 Mdm Ng's OA 41 affidavit at para 61.

84 As with the Sea Breeze Property, there is no evidence that the sum of $820,000.00 came from Huay Tong, the third respondent and TBT. Even if it could be shown that some of the moneys came from Huay Tong, those moneys cannot be attributed to the third respondent and TBT solely (see [42]–[49] above).

85 While the First UOB Mortgage Loan was taken out in the names of the first respondent and the second respondent, the third respondent once again contends that the source of the mortgage repayments came from her and TBT or from the monthly rentals for the Haig Property.[75]

86 It should be noted that the mortgage repayments came out of a joint account with UOB held by the first respondent and the second respondent (the "First UOB Joint Account"). The third respondent's counsel referred to the statements of account to show that there were deposits of sums ranging from $10,000 to $20,000 in certain months.[76] He submits that the money in the First UOB Joint Account "on paper" looks like it belongs to the first respondent and the second respondent, but these regular deposits could only have come from Huay Tong. While he concedes that he is unable to affirmatively show that the money came from Huay Tong, he asserts that it does not mean that the money in the First UOB Joint Account belongs to the first respondent and the second respondent. This submission is unmeritorious. If the third respondent is unable to show that the money in the First UOB Joint Account did not belong to the first respondent and the second respondent, the logical conclusion must be that the money belonged to them. Accordingly, I reject this contrived and unmeritorious submission.

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75 3RWS at para 36; Mdm Ng's OA 41 affidavit at para 64.

76 Mdm Ng's OA 41 affidavit at pp 100, 104 and 110.

87 In any event, as with the DBS Mortgage Loan for the Sea Breeze Property, there is no evidence of an agreement, at the time the First UOB Mortgage Loan was obtained, as to the ultimate source of funds for the mortgage repayments (see [57]–[60] above). Thus, there is no basis to take the mortgage repayments into account.

88 For the above reasons, the evidence does not show that there is a resulting trust as alleged by the third respondent. Accordingly, I attribute half the loan amount to the first respondent and the second respondent each as both of them had jointly assumed liability for the loan.

89 Given that there is insufficient evidence of the respondents' respective contributions to the purchase of the Langsat Property, the beneficial interest is to follow the respondents' legal interest in the property. That is, the first respondent and the second respondent hold the beneficial interest as tenants in common in equal shares.

Presumption of advancement

90 For completeness, even if the third respondent and TBT had contributed to all of the funds for the purchase of the Langsat Property, a presumption of advancement would still have operated in favour of the first respondent and the second respondent. There is no evidence to rebut the operation of the presumption of advancement in this case.

Summary

91 In summary, there is no evidence of contributions from Huay Tong, the third respondent and TBT. Even if it can be established that there was cash from Huay Tong which was used in financing the purchase of the Langsat Property,

it cannot be attributed solely to the third respondent and TBT. On the other hand, the First UOB Mortgage Loan can only be attributed to the first respondent and the second respondent as they had assumed liability for the loan jointly. Furthermore, there is no evidence that the third respondent and/or TBT had contributed to the mortgage repayments and, even if there was such evidence, the mortgage repayments were not referrable to any agreement, at the time the First UOB Mortgage Loan was obtained, as to the ultimate source of funds for the purchase of the property.

92 As there is insufficient evidence of the respondents' intentions as to how the beneficial ownership of the Langsat Property is to be held as well as of the proportions in which the respondents contributed to the purchase price, no common intention constructive trust or resulting trust in favour of the third respondent arises. In any event, a presumption of advancement operates in favour of the first respondent and the second respondent, and the third respondent has failed to rebut that presumption.

93 In the premises, there is nothing to displace the starting assumption that equity follows the law and, hence, the first respondent and the second respondent hold the equitable estate in the same manner in which they hold the legal estate, *ie*, as tenants in common in equal shares.

Beneficial ownership of the Haig Property

94 The Haig Property is a commercial property originally held by the first respondent, the third respondent and TBT as joint tenants. However, as TBT has since passed on, it is now held by the first respondent and the third respondent as joint tenants by virtue of their right of survivorship.

The first respondent's and the third respondent's intentions as to beneficial ownership and whether any common intention constructive trust arises

95 For reasons similar to the Sea Breeze Property and the Langsat Property (see [34]–[38] and [81] above), I do not think there is sufficient evidence to establish the parties' intentions as to beneficial ownership, and for a common intention constructive trust to arise.

96 I note that the first respondent had set up a bakery at the Haig Property and employed the applicant there.[77] There were also at least seven tenancy agreements that were signed solely by the first respondent as the landlord.[78] In fact, all of the tenancy agreements for the Haig Property adduced into evidence by the third respondent were entered into by the first respondent only, without TBT or the third respondent. This rebuts the third respondent's assertion that she and TBT were the sole beneficial owners of the Haig Property. The evidence indicates that the first respondent has a beneficial interest in the Haig Property.

Whether any resulting trust arises

97 The Haig Property was purchased for a sum of $1,390,000.00.[79] According to the third respondent, it was funded from the following sources: (a) a mortgage loan from UOB of $850,000.00 taken out in the names of the first respondent, the third respondent and TBT (the "Second UOB Mortgage Loan");[80] and (b) the balance of $450,000.00 from the cash savings of TBT, a loan from a UOB joint account in the names of the first respondent, the third

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77 Mdm Ng's OA 41 affidavit at paras 83–86.

78 Mdm Ng's OA 41 affidavit at pp 188–236.

79 Mdm Ng's OA 41 affidavit at para 75.

80 3RWS at para 39; Mdm Ng's OA 41 affidavit at pp 150–154.

respondent and TBT, and the monthly rentals from the Haig Property itself.[81] The third respondent also reiterates that the first respondent did not contribute any money towards the purchase of the Haig Property.[82]

98 As with the Sea Breeze Property and the Langsat Property, the bulk of the documentary evidence for the sources of funds are the bank statements. There are also three receipts issued by Choo & Joethy, the law firm handling the purchase of the Haig Property, recording that payments of sums totalling $408,303.65 for the purchase of the Haig Property were received from the first respondent *via* three cheques.[83]

99 The third respondent's counsel submits that the money came from Huay Tong, since the first respondent could issue cheques from Huay Tong in his name. However, he concedes that he does not know where the money actually came from. I reject this bare assertion that the money came from Huay Tong as it is founded on speculation. The only conclusion that can be drawn from the documentary evidence is that the sum of $408,303.65 came from the first respondent.

100 The third respondent alleges that the monthly mortgage repayments for the Second UOB Mortgage Loan were from a joint account in the names of the first respondent, the third respondent and TBT, and that the source of those funds were rentals collected from the Haig Property, with any difference made up by way of cheque or cash deposits from her and TBT. She also claims that the first respondent "did not pay any money into the loan account".[84]

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81 3RWS at para 40.

82 Mdm Ng's OA 41 affidavit at para 80.

83 Mdm Ng's OA 41 affidavit at pp 124–125.

84 Mdm Ng's OA 41 affidavit at para 78.

101 For reasons similar to those given above in relation to the DBS Mortgage Loan and the First UOB Mortgage Loan (see [52]–[61] and [85]–[88] above), one-third of the loan amount of the Second UOB Mortgage Loan is to be attributed to the first respondent, the third respondent and TBT each, as the three of them had assumed liability for the loan jointly. There is insufficient evidence to draw a conclusion as to the ultimate source of the moneys for the mortgage repayments, other than that the repayments came from the first respondent, the third respondent and TBT, as reflected on the bank statements.[85] And in any event, there is also no evidence of an agreement, at the time the Second UOB Mortgage Loan was obtained, as to the ultimate source of funds for the mortgage repayments. Hence, subsequent mortgage repayments cannot be taken into account for the purpose of determining beneficial ownership.

102 The third respondent is unable to show that the monthly rentals for the Haig Property were used to finance the mortgage repayments. She is also unable to show that the first respondent did not contribute anything. *Prima facie*, the monthly rentals are attributable to the co-owners of the Haig Property, *viz*, the first respondent, the third respondent and TBT. It is untenable to submit that the monthly rentals should be attributed to the third respondent and TBT only, as that assumes that the third respondent and TBT are the beneficial owners of the Haig Property, which is not the case here.

103 Even if the Second UOB Mortgage Loan can be attributed to the first respondent, the third respondent and TBT, there would still be insufficient evidence of the parties' respective contributions to the purchase of the Haig Property. Hence, I hold that the beneficial interest is to follow the parties' legal interest in the Haig Property. Accordingly, the first respondent and the third

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85 Mdm Ng's OA 41 affidavit at pp 237–310.

respondent are joint tenants in equity (*ie*, they hold the beneficial interest as joint tenants).

Presumption of advancement

104 For completeness, even if the third respondent and TBT had contributed to all of the funds for the purchase of the Haig Property, a presumption of advancement would still have operated in favour of the first respondent such that it would be hard for the third respondent to deny that he has a beneficial interest in the property. I do not think that this presumption would have been rebutted on the facts.

Summary

105 In summary, besides the Second UOB Mortgage Loan, there is no evidence that the third respondent and TBT contributed to the purchase of the Haig Property. The only evidence available shows that the first respondent had contributed money in his name. Moreover, the Second UOB Mortgage Loan is to be attributed to the first respondent, the third respondent and TBT as they had assumed liability for the loan jointly. There is no evidence that the third respondent and/or TBT had contributed to the mortgage repayments and, even if there was such evidence, the mortgage repayments were not referrable to any agreement, at the time the Second UOB Mortgage Loan was obtained, as to the ultimate source of funds for the purchase of the property. Additionally, even if one accepts that the monthly rentals for the Haig Property were used to finance the mortgage repayments, the rental moneys cannot be attributed to the third respondent and TBT alone.

106 As there is insufficient evidence of the first respondent's and the third respondent's intentions as to how the beneficial ownership of the Haig Property

is to be held as well as of the proportions in which they contributed to the purchase price, no common intention constructive trust or resulting trust in favour of the third respondent arises. In any event, a presumption of advancement operates in favour of the first respondent and the third respondent has failed to rebut that presumption.

107 In the premises, there is nothing to displace the starting assumption that equity follows the law and, hence, the first respondent and the third respondent hold the equitable estate in the same manner in which they hold the legal estate, *ie*, as joint tenants.

Conclusion

108 In conclusion, I decline to grant the prayers in OA 41. As for OA 44, I shall grant the application with modifications. The beneficial interests in the Properties are as follows:

(a) The respondents hold the beneficial interest in the Sea Breeze Property as joint tenants.

(b) The first respondent and the second respondent hold the beneficial interest in the Langsat Property as tenants in common in equal shares.

(c) The first respondent and the third respondent hold the beneficial interest in the Haig Property as joint tenants.

109 Ultimately, this is a case where there was no conceivable option other than to hold that the beneficial interests in the Properties follow the legal interests. There was a glaring paucity of evidence such that it was difficult to ascertain the parties' intentions with respect to beneficial ownership as well as

their respective financial contributions to each of the Properties. This is unsurprising in the context of properties jointly held by family members, who understandably may not see the need to meticulously record and document conversations or transactions flowing among them in the ordinary nature of things.

110 I shall now hear the parties on the issue of costs.

Tan Siong Thye
Senior Judge

Toh Siew Sai Thomas (CK Tan Law Corporation) for the applicant in HC/OA 41/2025 and the third respondent in HC/OA 44/2025;
Goh Peck San (P S Goh & Co) for the first respondent and second respondent in HC/OA 41/2025 and HC/OA 44/2025;
Augustine Thung Hsing Hua (Yeo & Associates LLC) for the applicant in HC/OA 44/2025.